

## **EXHIBIT 5**

CONFIDENTIAL STIPULATION BETWEEN SMALL CLECS AND US WEST

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WHEREAS, HomeTown Solutions, LLC; Hutchinson Telecommunications, Inc.; Mainstreet Communications, LLC; Onvoy Communications Corporation; NorthStar Access, LLC; Oter Tail Telecom, LLC; Paul Bunyan Rural Telephone Cooperative; Tekstar Communications, Inc.; VAL-ED Joint Venture, LLP and WETEC LLC, all of whom are small, rural competitive local exchange carriers ("Small CLECs") and US WEST Communications, Inc. ("US WEST"), have reached a settlement agreement that resolves certain business issues and disputes between the Small CLECs and U S WEST (collectively "Parties"), as outlined below:

WHEREAS, the Confidential Stipulation between the Parties includes both regulatory and non regulatory components; and

WHEREAS, as a result of this Confidential Stipulation and Agreement, the Small CLECs have agreed to withdraw their opposition to and to encourage the expeditious processing of the review of the proposed merger between U S WEST, Inc. and Qwest Communications International, Inc. ("Qwest"); and

NOW, THEREFORE IT IS AGREED THAT:

1. Toll Services.

U S WEST agrees to be a toll provider (intraLATA and interLATA when it is allowed) for Small CLEC end user customers in Minnesota exchanges where U S WEST is also providing toll services. U S WEST will be the toll provider only when the Small CLEC end user customer specifically requests that U S WEST be the end user's toll provider for toll service. This obligation does not impact or address U S WEST's obligation to be a toll provider to end user customers of incumbent LECs and is subject to all of the following conditions:

- a. The individual Small CLEC end user customer that receives local service from the Small CLEC, and requests U S WEST as their toll provider, is identified as the U S WEST customer of record for toll;

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b. The Small CLEC cooperates with U S WEST in the Small CLEC provisioning of Billing Name and Address ("BNA") and originating call detail in EMVEM format as necessary for U S WEST to identify and bill any end user(s) who have requested U S WEST as their toll provider;

c. At U S WEST's request, the Small CLEC provides U S WEST with originating call detail records (recording service) for all Small CLEC end office originating toll traffic for which U S WEST is the toll provider;

d. If requested by U S WEST, the Small CLEC provides recording, rating, message processing, billing, collection functions and bill inquiry services (B&C) to U S WEST at rates mutually agreed to by U S WEST and the CLEC. If the Small CLEC performs the B&C functions for U S WEST, the Small CLEC agrees to make reasonable modifications to their billing system in order to bill optional toll calling plans, volume discounts, etc., as requested by and at no additional charge to U S WEST. To the extent the Small CLEC is unwilling or unable under a B&C agreement to make such modifications, the Small CLEC would agree not to contest in any public, regulatory or legal forum, U S WEST offering such calling plans to current or future Small CLEC end users selecting U S WEST as their toll provider; and

e. The Small CLEC works cooperatively with U S WEST to identify on a timely basis past due accounts and to disconnect U S WEST toll service due to non-payment.

f. The intrastate access rates for the Small CLECs shall be those access rates approved by the Commission.

U S WEST will begin accepting IntraLATA customers served by the Small CLECs effective the first day of the first month after signing this Agreement, subject to the above

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conditions including the successful negotiations of traffic routing details, billing and collection agreements and/or agreements on providing customer and call detail information, including rates/processes etc. U S WEST's obligation to provide toll service pursuant to this Confidential Stipulation will expire July 1, 2003, at which time U S WEST's obligation to provide toll service to the Small CLECs in Minnesota will be based upon existing obligations under current federal and state law at that time, if any.

2. Operational Support Systems ("OSS").

a. U S WEST agrees to enhance IMA to permit Internet access no later than April 30, 2001. Effective the first day of the first month after the closing of the merger between U S WEST, Inc. and Qwest, reasonable and customary charges specifically associated with any T1s between the Small CLECs and either the Denver or Omaha U S WEST computer center used to access IMA and receive billing and usage data (as designated by U S WEST as the appropriate computer center to be used by Small CLECs) will be waived or reimbursed by U S WEST until U S WEST completes the system modifications necessary to allow the small CLECs to access IMA and receive billing and usage data over the Internet.

b. U S WEST will meet with each interested CLEC (together or separately) within 90 days of jointly signing this agreement to (a) provide more detailed information regarding the following interface options, and (b) to establish a joint plan for conversion to the following desired interface:

i. Resale usage records are available in EMI/EMR format via an NDM Windows 95 compatible protocol now.

ii. Resale summary bill will be available via email in ASCII format by the fourth quarter 2000.

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iii. Category 11 (Interexchange, CMRS/Wireless, CLEC and ILEC Transit) and billable toll and local records in EMLDMR format via secure Internet access is being initiated and is scheduled for availability in 2000.

c. US WEST agrees that the IMA Graphical User Interface ("GUI") will be maintained at a level that provides the same pre-order and ordering functionality as IMA EDI. The nonrecurring charges for using IMA GUI and EDI will be the same. Until IMA GUI is available through Internet access, the nonrecurring charges for manual orders shall be the same as for IMA GUI and EDI orders.

3. Subject to the closure of the Merger, effective March 17, 2002, and subject to technical feasibility, US WEST will permit all Small CLECs operating in Minnesota the ability to adopt the terms of any effective interconnection agreements that were voluntarily negotiated and entered into by US WEST and CLECs in any other state in US WEST's operating territory, subject to the following conditions:

a. This provision does not apply to terms that were ever reached as the result of an arbitrated decision or any other decision in a contested case action, unless the terms which the CLEC seeks to adopt are present in interconnection agreements in a minimum of four other states in US WEST's territory; and

b. The prices for all services should, however, be determined based on Minnesota specific costs. Where no rate exists for the services in Minnesota, the rate approved in the originating state should be applied as an interim rate until a Minnesota specific rate can be determined; and

c. This provision does not apply to those determinations made by a state Commission which are based upon fact specific characteristics of a provider (e.g.

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geographic scope and functionality of a specific provider in determining end office or tandem treatment).

The provisions in paragraph 3, 3.a., 3.b., and 3.c. shall remain confidential between US WEST and the Small CLECs and shall be implemented through an interconnection agreement amendment to be filed and effective on March 17, 2002, and which will expire on December 31, 2003. The requirements of confidentiality expire on March 17, 2002.

GENERAL TERMS AND CONDITIONS

A. In light of the provisions of this Confidential Stipulation, the Small CLECs agree to withdraw their opposition to the Merger and to encourage the expeditious processing of all proceedings before the MPUC.

B. This Confidential Stipulation and Agreement applies to each of the Parties and shall be binding on the successors and assigns of the Parties, and each will support this Confidential Stipulation and Agreement before all Minnesota regulatory agencies with jurisdiction and before all Minnesota and federal courts.

C. This Confidential Stipulation and Agreement is effective immediately pursuant to the terms and conditions contained herein. For a period of one year after the effective date of this Agreement, Small CLECs agree not to challenge this Confidential Stipulation or to request any other conditions to the Merger.

E. The Parties acknowledge that this Confidential Stipulation is the product of negotiations and compromise and shall not be construed against any Party on the basis that it was the drafter of any or all portions of this Confidential Stipulation. This Confidential Stipulation constitutes the Parties' entire agreement on all matters set forth herein, and it supersedes any and

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all prior oral and written understandings or agreements on such matters that previously existed or occurred in this proceeding, and no such prior understanding or agreement or related representations shall be relied upon by the parties.

F. This Confidential Stipulation and Agreement shall be enforceable as a Commission Order under Minn. Stat. §§ 237.27 and 237.461; and

G. This Confidential Stipulation may be executed in counterparts and by facsimile.

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Dated: April 18, 2000

U S WEST COMMUNICATIONS, INC.

By: J. M. Tinker

Title: Vice President - Wholesale

MOSS & BARNETT, A Professional Association

Dated: April 18, 2000

By: Michael J. Barnett

Attorneys on behalf of HomeTown Solutions, LLC; Hutchinson Telecommunications, Inc.; Mainstreet Communications, LLC; Onvoy Communications Corporation; NorthStar Access, LLC; Oner Tail Telcom, LLC; Paul Bunyan Rural Telephone Cooperative; Tekstar Communications, Inc.; VAL-ED Joint Venture, LLP and WETEC LLC

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## **EXHIBIT 6**





EXHIBIT

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## QWEST/ESCHELON IMPLEMENTATION PLAN

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### 1. IMPLEMENTATION PLAN OVERVIEW AND OBJECTIVES

1.1. Eschelon Telecom, Inc., and its subsidiaries, ("Eschelon") and Qwest Corporation ("Qwest") (collectively, the "Parties") have agreed to develop an Implementation Plan ("Implementation Plan") to document and establish processes and procedures to mutually improve Qwest's and Eschelon's business relations.

1.2. The objective of the Implementation Plan is to give structure as to how Qwest and Eschelon will work as business partners to arrive at mutually satisfying business solutions and settlements.

### 2. RESOLUTION OF BUSINESS ISSUES

2.1. Qwest has established a service account team for Eschelon. Other organizations within Qwest also interact directly with Eschelon personnel. Each functional area has specific functional support responsibilities. (See, for example, Attachment 1).

2.1.1. The Qwest Service Management team will hold weekly meetings with Eschelon to identify and resolve service-related issues.

2.1.2. As desired, the Qwest Service Management team will continue to facilitate other meetings with subject matter experts within Qwest to address Eschelon's service-related issues.

2.1.3 Qwest will provide Eschelon policy and process change information electronically through the use of a centrally maintained database. Detailed Eschelon-specific information will be provided to Eschelon through the Service Management Account Team.

2.2. Qwest has provided Eschelon with an escalation chart and process to follow (Attachment 2) in identifying the names and telephone numbers of the persons at Qwest (or their successors) that Eschelon may contact to escalate service-related issues. Qwest and Eschelon may agree to revise the escalation chart and process from time to time, provided the level of support to Eschelon is not decreased.

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2.3. Each quarter until December 31, 2005, or as otherwise agreed by the Parties, Dana Filip and/or her designee or successor and Rick Smith and/or his designee or successor agree to meet together (via telephone, live conference or otherwise) to review the status of Eschelon's service-related issues.

2.5 The Parties agree to attend and participate in quarterly executive meetings. The purpose of these meetings will be to address, discuss, and attempt to resolve unresolved business issues, anticipated business issues, and issues related to the Parties' interconnection agreements, Implementation Plan, and other agreements. The meetings will be attended by executives from both companies at the vice-president level or above. The parties may agree to meet less frequently.

### **3. TREATMENT OF LOCAL USAGE ASSOCIATED WITH UNE-P SWITCHING FOR ESCHELON'S TOLL TRAFFIC.**

3.1 The Parties have agreed that Qwest will calculate local usage charges associated with Unbundled Network Element Platform ("UNE-P") switching on Eschelon's interLATA and intraLATA toll traffic, and Eschelon will pay undisputed amounts within 30 days from Eschelon's receipt of the monthly invoice from Qwest. (See Attachment 3.2, ¶III(B) of Interconnection Agreement Amendment Terms, Nov. 15, 2000). Qwest will calculate local usage charges in accordance with the procedures set forth on Attachment 3 to this Implementation Plan.

### **4. SERVICE MANAGEMENT AND METRICS**

Eschelon has alleged that Qwest has failed at times to promptly provide services. In order to ascertain Qwest's service levels, the parties have agreed to the following:

4.1. Qwest and Eschelon will track and report performance measurements designed to monitor Qwest's levels of service.

4.2 Representatives from Qwest and Eschelon will hold monthly working meetings to review and discuss the measurements. Quarterly executive level meetings will also be held to review results, performance trends, and set service improvement priorities.

4.3 A jointly developed action plan will be created, implemented and reviewed at the monthly meetings to facilitate the service excellence expected by both Parties.

### **5. COORDINATION REGARDING COMMON ISSUES**

5.1 Appropriate representatives of Eschelon and Qwest will meet and confer as needed to communicate and to minimize conflicts which arise between the Parties. Further, the Parties will work with each other as issues of dispute and conflict arise and will seek in good faith to obtain resolution of those issues.

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6. INTRALATA TOLL

6.1 Eschelon and Qwest agree to negotiate in good faith to obtain an agreement, by September 1, 2001, regarding terms and conditions relating to Qwest's end-user customers who choose Qwest as their retail intraLATA toll carrier.

7. MODIFICATION AND TERM OF IMPLEMENTATION PLAN

7.1 This Implementation Plan is subject to modification as mutually agreed upon, in writing, by the Parties whose signatures are included on this agreement or their designated representatives.

7.2 This Plan becomes effective and will remain in effect until December 31, 2005, unless otherwise mutually terminated or extended by the Parties in writing.

8. COORDINATION FOR CONVERSIONS

Qwest has undertaken certain enhancements to the UNE-P and is in the process of implementing such enhancements. Qwest agrees to take commercially reasonable efforts to ensure that service provided to Eschelon's end-user customers is not adversely affected during the conversion to UNE-P. Qwest will provide notice to Eschelon before changes relating to the conversion are made, plan the conversion jointly with Eschelon, and use a phased approach to converting customers over time on an agreed upon schedule.

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QWEST/ESCHELON IMPLEMENTATION PLAN TERMS ACCEPTED BY:

Eschelon Telecom, Inc.

  
Signature

Richard A. Smith  
Name Printed/Typed

President and COO  
Title

July 31, 2001  
Date

Qwest Corporation

  
Signature

Audrey McKenney  
Name Printed/Typed

SVP - Wholesale Mktg  
Title

July 31, 2001  
Date

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ATTACHMENT 1

Business Issue Resolution Categories



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Service Center	Service Management	Sales
<ul style="list-style-type: none"> <li>• Pre-order inquiry</li> <li>• Order status</li> <li>• Critical date management</li> <li>• Order expedites [less than standard interval requests]</li> <li>• Tier 1 and 2 order escalation</li> <li>• Delayed order management</li> <li>• CNR [customer-not-ready] notification and management</li> <li>• Order writing process</li> <li>• Order flow process</li> <li>• Center operational issues [i.e., lack of response, service order quality and timeliness issues]</li> <li>• System availability</li> </ul>	<ul style="list-style-type: none"> <li>• Proactive management of service</li> <li>• Tier 3 and 4 order escalation [i.e., failure of center to accelerate critical dates to satisfaction of customer]</li> <li>• Interface on major outages [i.e., switch failures, natural disasters]</li> <li>• Service performance reporting</li> <li>• Action planning with appropriate internal organizations on service performance differences</li> <li>• Lead meetings on resolving priority service and business issues [PSBT]</li> <li>• Document progress of PSBT team and escalate issues as necessary</li> <li>• Gather trends in service quality and timeliness and conduct post mortems/root cause analysis</li> <li>• Manage interconnection agreements and subsequent amendments</li> <li>• Answer product questions and facilitate modification requests</li> <li>• Serve as customer liaison with Project management, Sales, Service Center, and all other internal organizations</li> </ul>	<ul style="list-style-type: none"> <li>• Account status and growth opportunities</li> <li>• Coordinate forecasting with project management</li> <li>• New product introduction and use</li> <li>• Lead meetings on account status and growth</li> <li>• Funding and costing inquiry</li> </ul>

The center structure is as follows:  
 Service Delivery Coordinators  
 Customer Service Managers  
 Sr Customer Service Manager  
 Sr Director  
 Vice President

Performance related issues regarding the responsibilities within the Service Center should be handled by the appropriate level in this structure.

The Service Management structure is as follows:

Service Manager  
 Sr Service Manager  
 Director - Customer Service  
 Sr Director - Customer Service  
 Service  
 Vice President  
 Sr Vice President

Performance related issues regarding the responsibilities within Service Management should be handled by the appropriate level in this structure.

The Sales Management structure is as follows:

Sales Director  
 Regional Sales Director  
 Regional VP Sales  
 Sr VP Sales

Performance related issues regarding the responsibilities within Sales Management should be handled by the appropriate level in this structure.

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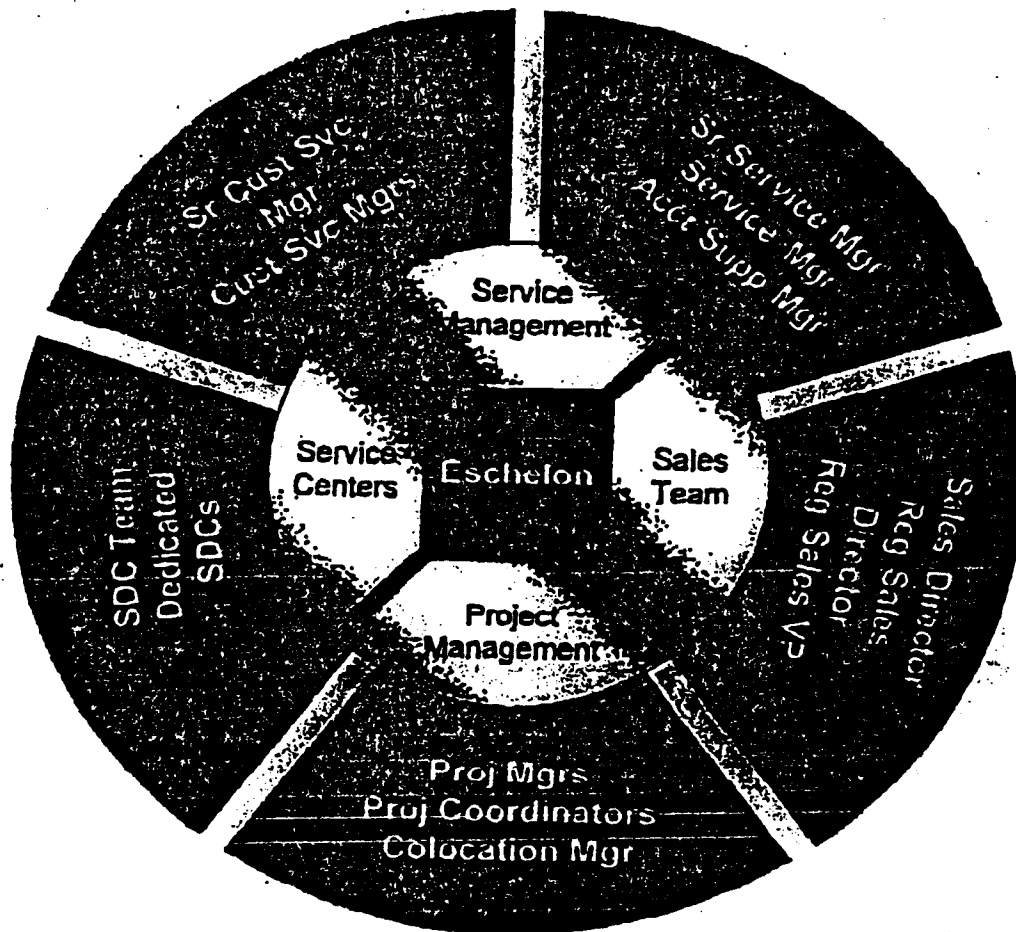
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NTA INCOME

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Attachment 1



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Qwest

## Attachment 2

Eschelon  
Escalation Tier Contact Information

Tier	Contacts	Functions
Des Moines Service Center		
0	N/A	
1	Private Line 800-246-1271  LIS 800-537-0002  Delayed Orders 800-340-9629	<ul style="list-style-type: none"> <li>• Handle Customer Calls</li> <li>• ASR Order Status</li> <li>• Queries on Completion Dates</li> <li>• Questions on Due Dates</li> <li>• FOC questions/Resends of FOC's</li> <li>• Assisting with ASR prep</li> <li>• Answer Questions on Rejects/Delayed Orders.</li> <li>• Manage Critical Dates, Due Date Changes, VP Expedites, Out of Service Conditions, Feature Discrepancies, Delays at Test and Turn up and General Delayed Order Questions</li> <li>• Timely Customer updates, meet call back commitments</li> </ul>
2	All Products 515-286-4067  Duty Pager 800-759-8888 Pin 829-3082  Duty pager is covered during and after center hours	<ul style="list-style-type: none"> <li>• Respond to missed commitments from TIER 1</li> <li>• Assist TIER 1 with unresolved Customer issues</li> <li>• Resolve issues with other departments</li> <li>• Document details in appropriate databases</li> <li>• Timely Customer updates, meet call back commitments</li> <li>• If further escalation is necessary, a commitment is made for a call back from next level</li> </ul>
3	Service Manager  Pat Levene 612-663-6265	<ul style="list-style-type: none"> <li>• Receive escalations on a variety of service order related issues from Service Delivery Coordinators (SDC) and/or directly from the customer</li> <li>• Respond to missed commitments or</li> </ul>

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		<p>calls for assistance from TIER 2</p> <ul style="list-style-type: none"> <li>• Evaluate and Manage special circumstances requiring VP expedites</li> <li>• Resolve issues with other departments</li> <li>• Timely Customer updates, meet call back commitments</li> <li>• Document details in the appropriate databases</li> <li>• If further escalation is necessary, a commitment is made for a call back from next level</li> </ul>
4	Senior Service Manager Steve Sheahan 612-663-7527	<p>Tier 4, 5, 6,7 would become involved in a service order escalation:</p> <ul style="list-style-type: none"> <li>• Major network outage</li> <li>• After normal process of tiered escalations failed to resolve the issue to the customer's satisfaction</li> </ul> <p>It is the role and responsibility of each level to support the decision of the previous level unless another alternative that has not been investigated presents itself. If the resolution of the issue is not possible or implementation of the order can not be accelerated for whatever reason, a clear and complete explanation of the circumstances is necessary so that the customer can respond to the end user with authority.</p>
5	Director Joan Masztaler 303-896-8331	
6	Sr Director Toni Dubuque 612-288-3831	
7	Vice President Christie Doherty 303-896-0848	

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Qwest

## Attachment 2

## Escalation

## Escalation Tier Contact Information

Tier	Contacts	Functions
	Minneapolis Service Center	
0	N/A	
1	Centrex 800-279-8806  Complex Resale 800-636-8746  Delayed Orders 888-796-9087	<ul style="list-style-type: none"><li>• Handle Customer Calls</li><li>• LSR Order Status</li><li>• Queries on Completion Dates</li><li>• Questions on Due Dates</li><li>• FOC questions/Resends of FOC's</li><li>• Assisting with LSR prep</li><li>• Answer Questions on Rejects/Delayed Orders.</li><li>• Manage Critical Dates, Due Date Changes, VP Expedites, Out of Service Conditions, Feature Discrepancies, Delays at Test and Turn up and General Delayed Order Questions</li><li>• Timely Customer updates, meet call back commitments</li></ul>
2	All Products 800-366-9974 Duty Pager 612-622-3624  Delayed Orders 303-787-6503 Duty Pager 800-946-4646 Pin 141-4422  Duty pager is covered during and after center hours	<ul style="list-style-type: none"><li>• Respond to missed commitments from TIER 1</li><li>• Assist TIER 1 with unresolved Customer issues</li><li>• Resolve issues with other departments</li><li>• Document details in appropriate databases</li><li>• Timely Customer updates; meet call back commitments</li><li>• If further escalation is necessary, a commitment is made for a call back from next level</li></ul>
3	Service Manager	<ul style="list-style-type: none"><li>• Receive escalations on a variety of service order related issues from</li></ul>

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From-3032956973

To-US WEST

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	Pat Levene 612-663-6265	Service Delivery Coordinators (SDC) and/or directly from the customer <ul style="list-style-type: none"> <li>• Respond to missed commitments or calls for assistance from TIER 2</li> <li>• Evaluate and Manage special circumstances requiring VP expedites</li> <li>• Resolve issues with other departments</li> <li>• Timely Customer updates, meet call back commitments</li> <li>• Document details in the appropriate databases</li> <li>• If further escalation is necessary, a commitment is made for a call back from next level</li> </ul>
4	Senior Service Manager Steve Sheahan 612-663-7527	Tier 4, 5, 6,7 would become involved in a service order escalation: <ul style="list-style-type: none"> <li>• Major network outage</li> <li>• After normal process of tiered escalations failed to resolve the issue to the customer's satisfaction</li> </ul> <p>It is the role and responsibility of each level to support the decision of the previous level unless another alternative that has not been investigated presents itself. If the resolution of the issue is not possible or implementation of the order can not be accelerated for whatever reason, a clear and complete explanation of the circumstances is necessary so that the customer can respond to the end user with authority.</p>
5	Director Joan Masztaler 303-896-8331	
6	Sr Director Toni Dubuque 612-288-3831	
7	Vice President Christie Doherty 303-896-0848	

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Qwest

## Attachment 2

## Eschelon

## Escalation Tier Contact Information

Tier	Contacts	Functions
<b>Denver Service Center</b>		
0	Call Center 888-796-9087	<ul style="list-style-type: none"> <li>• Handle Customer Calls</li> <li>• LSR/Order Status</li> <li>• Queries on Completion Dates</li> <li>• FOC questions/Resends of FOC's</li> <li>• Assisting with LSR prep</li> <li>• Answer questions on Rejects/Delayed orders</li> <li>• Document details in appropriate databases</li> </ul>
1	Warm transfer from the call center as appropriate	<ul style="list-style-type: none"> <li>• Receive warm transfer from Call Center using ticketing process</li> <li>• Resolve missed FOC intervals</li> <li>• Manage Critical Dates, Due Date Changes, VP Expedites, Out of Service Conditions, Feature Discrepancies, Delays at Test and Turn up and General Delayed Order Questions</li> <li>• Timely Customer updates, meet call back commitments</li> <li>• Resolve issues with other departments</li> <li>• Document details in appropriate databases</li> </ul>
2	Duty Pager 303-201-4939 [during Center hours] 800-423-3541 [after Center hours]  Delayed Orders 303-787-6503 Duty Pager 800-946-4646 Pin 141-4422  Duty pager is covered during and after Center	<ul style="list-style-type: none"> <li>• Respond to missed commitments from TIER 1</li> <li>• Assist TIER 1 with unresolved Customer issues</li> <li>• Resolve issues with other departments</li> <li>• Document details in appropriate databases</li> <li>• Timely Customer updates, meet call back commitments</li> <li>• If further escalation is necessary, a commitment is made for a call back from next level</li> </ul>

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	hours	
3	<b>Service Manager</b>  Pat Levene 612-663-6265	<ul style="list-style-type: none"> <li>• Receive escalations on a variety of service order related issues from Service Delivery Coordinators (SDC) and/or directly from the customer</li> <li>• Respond to missed commitments or calls for assistance from TIER 2</li> <li>• Evaluate and Manage special circumstances requiring VP expedites</li> <li>• Resolve issues with other departments</li> <li>• Timely Customer updates, meet call back commitments</li> <li>• Document details in the appropriate databases</li> <li>• If further escalation is necessary, a commitment is made for a call back from next level</li> </ul>
4	<b>Senior Service Manager</b> Steve Sheahan 612-612-663-7527	Tier 4, 5, 6,7 would become involved in a service order escalation: <ul style="list-style-type: none"> <li>• Major network outage</li> <li>• After normal process of tiered escalations failed to resolve the issue to the customer's satisfaction</li> </ul> <p>It is the role and responsibility of each level to support the decision of the previous level unless another alternative that has not been investigated presents itself. If the resolution of the issue is not possible or implementation of the order can not be accelerated for whatever reason, a clear and complete explanation of the circumstances is necessary so that the customer can respond to the end user with authority.</p>
5	<b>Director</b> Joan Masztaler 303-896-8331	
6	<b>Sr Director</b> Toni Dubuque 612-288-3831	
7	<b>Vice President</b> Christie Doherty 303-896-0848	

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Omaha Service Center

New Coordinated Install Group	800 486-3986
Existing Hot Cut Group	800 697-0772
IPG (Integrated Pair Gain) Group	888 286-1666
Warranty Group (Technician Testers)	888 304-5777
Toll Free Fax	888 307-3999
Emergency QCCC Pager	888 274-4069
Team Leader Dana Frenking	402 591-8026 Pager 888 827-2717
Director James Mackle	402 591-5600 Pager 888 243-2906
VP Scott Simanson	303 703-2100 Pager 877 616-5044

ACCOUNT MAINTENANCE SUPPORT CENTER (AMSC) Call Center  
CREATE/STATUS/ESCALATIONS LIST 8-1-01

Non-Design Services		Designed Services		Info To Provide
		Type of Service CNTX, LNP	Type of Service: HI-CAP (DS1,DS3) DSO Type 2 Trunking	
1	Qwest AMSC Initial Trouble Report	800-223-7881	800-223-7881	Non Design Telephone Number  Designed Services Circuit ID, CLLI Code, 2/6 code or Trunk Group #
2	Status	800-223-7881	800-223-7881	Non Design Telephone Number  Designed Services Qwest Ticket Number
3	Escalations <i>Note: The appropriate Escalation Manager's Name &amp; Number will be provided after the Designed Test Center is contacted</i>	800-223-7881	800-223-7881	<u>Non Design</u> Telephone Number <u>Designed Services</u> Qwest Ticket Number

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4	AMSC Call Center On-Call Duty Manager (On-Call duty 7x24 rotates, please call center to have appropriate Manager contacted.)	800-223-7881	800-223-7881	<u>Non Design</u> Telephone Number <u>Designed Services</u> Qwest Ticket Number
5	AMSC Team Leader	Nina Gable 719-444-9900	Nina Gable 719-444-9900	<u>Non Design</u> Telephone Number <u>Designed Services</u> Qwest Ticket Number
6	AMSC Director	Sheila Thompson 208-385-8783	Sheila Thompson 208-385-8783	<u>Non Design</u> Telephone Number <u>Designed Services</u> Qwest Ticket Number
7	AMSC VP Manager	Rob Williams 303-308-7380	Rob Williams 303-308-7380	<u>Non Design</u> Telephone Number <u>Designed Services</u> Qwest Ticket Number
	911 Trunks	800-357-0911	911 Trunks	Circuit ID or 2/6 Code
	Resold 1FR & 1FB - POTS	800-405-0083	1FR & 1FB	Telephone Number

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### ATTACHMENT 3

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Qwest will calculate local usage charges associated with UNE-P switching on Eschelon's interLATA and intraLATA toll traffic as follows:

1. Qwest will utilize the Originating and Terminating long distance minutes of use on Eschelon's UNE-P lines monthly as reported in the switched access minutes of use provided to Eschelon by Qwest. Qwest will identify the usage by state, so appropriate state rates can be applied to each minute of usage.
2. Qwest's invoice will show the rates used to calculate the usage charges. The rate elements applicable to this traffic are local switching ("LS") and shared transport ("ST") as set forth in the Interconnection Agreements between the Parties (not access tariffs). Charges will reflect any rate reductions subsequently made by Qwest either voluntarily or upon regulatory or court order. If there are such reductions after the effective date of this Amendment, Qwest will use any such new rates in the monthly calculation when the rates become effective.
3. Routing of traffic will determine the appropriate rates to apply to each minute. Certain assumptions will be made as to the percent of traffic originating and terminating from a tandem versus traffic routed directly to and from end offices (e.g., Direct End Office Trunking, "DEOT"). The calculations for each revenue stream to Qwest are as follows:
  - a. Total Originating Local Switching Revenue is equal to Revenue from End Office Routed Traffic plus Revenue from Tandem Routed Traffic ( $i + ii = \text{Total Originating Local Switching Revenue}$ )
    - i. Revenue from End Office Routed Traffic is:—  
 $\% \text{ DEOT Routed Originating Minutes of Use ("MOUs")} \times \text{Originating MOUs} \times \text{LS rate element}$
    - ii. Revenue from Tandem Routed Traffic is:  
 $[(1 - \% \text{ DEOT Routed Originating Traffic}) \times \text{Originating MOUs} \times \text{LS rate element}] + [(1 - \% \text{ DEOT Routed Originating Traffic}) \times \text{Originating MOUs} \times \text{ST rate element}]$
  - b. Total Terminating Local Switching Revenue is equal to Revenue from End Office Routed Traffic plus Revenue from Tandem Routed Traffic.

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i. Revenue from End Office Routed Traffic is:

% DEOT Routed Terminating MOUs x Terminating MOUs x LS rate element

ii. Revenue from Tandem Routed Traffic is:

[(1 - % DEOT Routed Terminating Traffic) x Terminating MOUs x LS rate element] + [(1 - % DEOT Routed Terminating Traffic) x Terminating MOUs x ST rate element]

c. Total Local Switching Revenue = (a) Originating Revenue + (b) Terminating Revenue

4. As reflected in the above calculation, the LS rate is applied to all traffic, while the ST rates are only applied to traffic that is routed through an access tandem.

5. The following weighting factors for DEOT and Tandem traffic will be used until the Parties agree to new weighting factors or actual weightings can be obtained.

a. Originating:

i. DEOT Routed: AZ (59.5%); CO (60.0%); MN (47.5%); OR (57.0%); UT (58.5%); WA (58.0%)

ii. Tandem Routed: AZ (41.5%); CO (40.0%); MN (52.5%); OR (43.0%); UT (41.5%); WA (42.0%)

b. Terminating:

i. DEOT Routed: AZ (57.5%); CO (55.5%); MN (50.0%); OR (54.0%); UT (53.5%); WA (54.5%)

ii. Tandem Routed: AZ (42.5%); CO (44.5%); MN (50.0%); OR (46.0%); UT (46.5%); WA (45.5%)

If actual weightings can be obtained, actual weightings will be used.

6. In the event that usage, routing, or network configuration patterns change, the Parties agree to negotiate any material changes to the assumptions in the above calculation.

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## **EXHIBIT 7**





# ATI

Advanced Telecommunications, Inc.

CONFIDENTIAL

EXHIBIT

March 2, 2000

Mr. Kevin Saville  
US West, Inc.  
200 South 5<sup>th</sup> Street  
Room 395  
Minneapolis, MN 55402

Re: Stipulation  
Docket No. P009, 3052, 5096, 471, 3017/PA-11-1192

Dear Mr. Saville:

Enclosed please find a copy of the fully executed Stipulation Between ATI and US West which is confidential and trade secret.

Sincerely,

Dennis D. Ahlers  
Senior Attorney

Enclosure

CONFIDENTIAL/TRADE SECRET

STIPULATION BETWEEN ATI AND US WEST

February 28, 2000

[Trade Secret Data Begins

WHEREAS, US WEST, Inc., ("USWC") and Advanced Telecommunications, Inc., d/b/a Cady Communications, Inc., Cady Telemanagement, Inc., American Telephone Technology, Inc., Electro-Tel, Inc. and Intellectcom, Inc. (collectively "ATI") have reached a settlement agreement that resolves numerous disputes between ATI and USWC (collectively "Parties"), including the proposed merger currently being considered by the Minnesota Public Utilities Commission ("MPUC") in MPUC Docket No. P-3009, 3052, 5096, 421, 3017/PA-99-1192; and

WHEREAS, the settlement agreement between the Parties includes both regulatory and non-regulatory components; and

WHEREAS, as a result of this settlement agreement, ATI has agreed to drop its opposition to the proposed merger, as modified by this agreement; and

WHEREAS, USWC and ATI have memorialized the regulatory components of our settlement agreement in a Stipulation and Agreement ("Agreement") to be filed February 28, 2000 with the MPUC; and

WHEREAS, the Parties wish to set forth the additional terms of their agreement in this separate document; and

WHEREAS, the Parties consider these additional provisions to be of critical importance in reaching an overall resolution of this matter; and

WHEREAS, ATI has made clear that without these additional provisions, it would have continued to oppose the proposed merger and may also have pursued other legal recourse;

NOW, THEREFORE IT IS AGREED THAT:

Confidentiality

1. The terms of this agreement are confidential, contain trade secret information and shall not be disclosed unless pursuant to a lawful Order compelling such disclosure. In such event that production is compelled, neither Party shall disclose the terms of this agreement without first notifying the other Party.

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Interconnection Agreement Implementation and Enforcement

2. In the accompanying Agreement filed with the MPUC on February 28, 2000, the Parties agreed to implement certain Direct Measures of Quality (DMOQs) under the Parties' Minnesota Interconnection agreement. The Parties agree that the implementation of these DMOQs shall become effective upon execution of this agreement. The DMOQ provisions in the Minnesota Interconnection Agreement include, among other things, Overall Performance Index measurements and credits. With respect to the Overall Performance Index credits for October and November, 1999, U S WEST agrees to credit ATI \$89,290 by March 15, 2000.

3. In USWC states other than Minnesota in which ATI presently operates or in which ATI shall establish operations, the Parties agree to assess USWC wholesale service quality using the same three performance measurements identified in the accompanying Agreement. In these states, the measurements shall be called "Service Performance Measurements" (SPMs). The Service Performance Measurements shall be based upon the Overall Performance Index DMOQs implemented pursuant to the interconnection agreement in Minnesota except that the minimum standards will be mutually negotiated by the parties. These SPMs may from time to time be modified under this agreement unless the Parties agree otherwise. Further, since the Parties intend these SPMs to be used for measurement purposes only, the Parties agree that this agreement provides no basis for a claim against US WEST to issue credits or pay penalties associated with the SPMs.

4. As soon as reasonably practicable, the Parties shall negotiate mutually acceptable minimum standards for assessing USWC's performance under each SPM in each state other than Minnesota. USWC shall report its performance under these standards to ATI on a monthly basis. The Parties agree that the SPMs for other states shall apply to customer migration from resale to unbundled loops.

5. The Parties understand that the standard for each SPM may differ from state to state. If USWC's performance fails to meet or exceed the standard for any SPM in any state for a consecutive three month period, the signatories to this agreement, or their successor officers, shall meet to determine how to improve performance. The Parties further agree that the standards initially established are performance baselines. The Parties agree that the standards should be evaluated from time to time and that they will in good faith negotiate modifications as appropriate.

6. ATI does not waive its right to any performance or per occurrence measurements or credits that may be established for USWC in any state under state or federal law, rule, or regulation or as may be available to ATI from adopting a new or amending its existing Interconnection Agreements. US WEST likewise reserves its right to challenge any performance or per occurrence measurements or credits that may be

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established for USWC in any state under state or federal law, rule, or regulation or as may be available to Cady from adopting a new or amending its existing Interconnection Agreements.

#### Reciprocal Compensation

7. Cady has asserted that USWC must pay reciprocal compensation for internet related terminating traffic under its Interconnection Agreements and under applicable state and federal law. USWC has asserted that it has no legal obligation to pay reciprocal compensation for such traffic. Notwithstanding these differences and without waiving their positions, the parties agree for settlement purposes that reciprocal compensation for terminating internet traffic shall be paid at the most favorable rates and terms contained in an agreement executed to date by USWC. The parties will develop a full implementation plan on these reciprocal compensation issues by March 31, 2000. Further, the parties agree that for purposes of applying these rates and terms and conditions they will work cooperatively to develop a means by which ISP traffic will be broken out in the least costly manner practicable.

#### Resale Agreement Issues

8. The Parties have had a long dispute over various wholesale discount and resale agreement issues. USWC continues to disagree with ATI's position on these issues. However, USWC agrees to pay ATI \$380,000 to resolve outstanding disputes between the Parties relating to the wholesale discount and the definition of the circumstances in which the discount on twenty or more stations/lines at a single location as described in ATI's February 22, 2000 letter. This credit shall be made on or before March 15, 2000 and will resolve all past and future claims associated with: (1) the implementation of the Resale discount; and (2) the interpretation of a "location" for the application of a discount for Centron systems consisting of twenty or more stations/lines at a single location.

9. USWC also agrees to credit ATI with \$15,800 through its normal business process to correct past errors in applying the appropriate discounts for flat rated trunking and to apply the flat rate trunking discount appropriately on a going forward basis. In addition, USWC has as of February 15, 2000, credited ATI for \$175,918 relating to situations where both Parties agree that ATI has twenty or more lines at a location, but the discount had not yet been applied. ATI will verify that the credits have been appropriately made. USWC will make every effort to accurately apply the twenty or more line discount on a going forward basis and agrees to provide appropriate credits to ATI in the event of errors in this process.

10. With respect to termination liability assessments (TLA) and while the Minnesota Commission continues to have an open docket on this issue, USWC agrees to continue to suspend such assessments in Minnesota when a USWC customer converts to an ATI customer on a resale basis and to credit ATI with any such TLA payments ATI

has made in Minnesota. USWC understands that the outstanding TLA charges that remain to be suspended is approximately \$16,000. ATI understands that USWC will continue to levy TLAs in other states. ATI reserves its right to pursue all avenues available to protest such assessments in any forum. USWC reserves its right to seek to have TLAs reinstated in Minnesota, and to assess such TLAs going forward, if permitted under law. Both Parties reserve all rights, but agree to negotiate in good faith, with respect to any potential retroactive assessments, should TLAs be permitted under Minnesota law.

#### Dedicated Provisioning Team

11. USWC agrees to dedicate Aimee Croatt as a Coach and locate her at ATI's offices at 511 11<sup>th</sup> Avenue South in Minneapolis for a period of at least six months. If Ms. Croatt is not available for assignment, USWC will provide another Coach who is knowledgeable of and experienced in working with all the different groups and functions within USWC related to provisioning. ATI must approve the assignment of any Coach other than Ms. Croatt. USWC will also utilize a service delivery coordinator (SDC) to assist the Coach. The parties recognize that the Coach and the SDC will need to complete training before the requirements in this paragraph 11 and paragraph 12 can be fully implemented. All properly input orders that, for one reason or another, are not flowing through the accepted process would be the responsibility of the Coach or SDC. The Coach would have access to all USWC's systems and would work within the USWC organization and using USWC's processes to resolve issues as quickly as possible. The Coach would track the reasons for problem orders to aid in defining and refining current processes for both USWC and ATI. ATI will provide any facilities requested by USWC for the Coach. ATI has also indicated that it will work cooperatively with USWC to identify and pay the incremental and extraordinary costs associated with the dedicated provisioning team.

12. At the appropriate time, USWC agrees to dedicate a provisioning team to work with the Coach and handle all interaction with ATI on order processing. After spending two months on site with the ATI provisioning team, the Coach and/or the SDC should have the criteria and information available to make a decision as to how many U S West provisioners will be needed to oversee the ATI orders. The provisioning team will be physically located at the 511 11<sup>th</sup> Avenue South location. The parties agree to evaluate the dedicating provisioning team requirement in 12 months after the effective date of this agreement.

#### Migration of ATI customers from resale to facilities based service

13. In the accompanying agreement, USWC and ATI agreed to continue to work together to develop a specific and detailed migration plan. The Parties agree that the DMOQs under the Minnesota interconnection agreement and accompanying agreement will apply to customer migration from resale to UNEs. The Parties here also agree that the SPMs for other states will apply to migration of customers in those states.

### Dispute Resolution

14. In the event of future disputes between the Parties, in addition to the dispute resolution mechanism provided under the Interconnection Agreement, the Parties agree to use the following alternative dispute resolution procedures as their preferred remedy; provided, however, that in the event the negotiations referenced below do not resolve the dispute within thirty (30) Business Days of the initial written request, unless the Parties mutually agree to a different time frame. Either Party may elect, before filing a claim or response in arbitration (as the case may be) to submit an otherwise arbitrable dispute to the Commission, the FCC, or a court of appropriate jurisdiction.

Negotiations. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising between the Parties. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.

Arbitration. Unless either Party chooses to submit the dispute to the Commission, FCC or court of competent jurisdiction, if the negotiations do not resolve the dispute within the applicable time frame, the dispute, if allowed under applicable law, shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association, except that the Parties may select an arbitrator outside American Arbitration Association rules upon mutual agreement. A Party may demand such arbitration in accordance with the procedures set out in these rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one individual of another Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within thirty (30) Business Days of the demand for arbitration. The arbitrator shall control the scheduling so as to process the matter expeditiously.

The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) Business Days after close of hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Expedited Arbitration Procedures. If the issue to be resolved through the negotiations referenced above directly and materially affects service to either Party's end user customers, including, without limitation, any dispute that relates to the timeliness of USWC's processing or provisioning of a request or order for collocation, then the period of resolution of the dispute through negotiations before the dispute is to be submitted to binding arbitration or other legal recourse shall be seven (7) Business Days. Once such a service affecting dispute is submitted to arbitration, the arbitration shall be conducted pursuant to the expedited procedures rules of the Commercial Arbitration Rules of the American Arbitration Association (i.e., Rules 53 through 57).

Costs. Each Party shall bear its own costs of these procedures, including the costs of responding to reasonable discovery. If the arbitrator finds that a Party's discovery requests require the responding Party to undertake unreasonable or unnecessarily burdensome efforts or expense, the Party seeking discovery shall reimburse the responding Party the costs of production of documents in response to such requests (including search time and reproduction costs). The Parties shall equally split the fees of the arbitration and the arbitrator.

Severability

15. The Parties agree that in the event that any provision of this agreement is found to be unlawful or otherwise prohibited by a regulatory agency or court of competent jurisdiction, the remaining provisions of this agreement shall remain in full force and effect.

Execution and Effective Date

16. This Stipulation resolves numerous issues between Cady and USWC, including all issues among the parties in MPUC Docket Number P-3009, 3052, 5096, 421, 3017/PA-99-1192, related to approval and consummation of the merger. The Parties agree to expressly represent to the Minnesota Public Utilities Commission that they recommend acceptance of the accompanying Stipulation and Agreement without reservation, and agree not to engage in any advocacy to the contrary or in support of any additional conditions in the USWC/Qwest merger proceeding.

17. It is expressly agreed by and between the Parties that nothing contained in this Stipulation, shall be deemed an admission or declaration against the interests of any of the Parties, or shall in any way prejudice the rights or positions of any of the Parties in

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any other administrative or judicial proceeding of any sort. The Parties also agree that any documents, materials, or statements made in furtherance of this agreement, shall not be admissible as evidence in any regulatory or judicial proceeding, and will not be discussed or described in any way with any person or persons not currently employed by the parties, except to enforce this agreement.

18. This Stipulation applies to each of the parties and shall be binding on the successors and assigns of the parties

19. The provisions of this Stipulation shall take effect upon execution and will terminate on March 17, 2002.

20. This Stipulation may be executed in identical counterparts with the same effect as if a single copy were executed.  
Trade Secret Data Ends]

US WEST COMMUNICATIONS, INC.

Dated: February \_\_, 2000

By: [Signature]  
Title: Personnel Director

ADVANCED TELECOMMUNICATIONS, INC.

Dated: February 23, 2000

By: [Signature]  
Title: Chief Operating Officer / Chief Financial Officer

STP1: 526168-1

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## **EXHIBIT 8**

## TRIAL AGREEMENT

## [Trade Secret Data Begins

This Trial Agreement (the "Agreement") is entered into by and between QWEST Corporation (formerly U S WEST Communications, Inc.) ("QWEST") and Eschelon Telecom, Inc. (formerly Advanced Telecommunications, Inc. dba Cady Communications, Inc., Cady Telemanagement, Inc., American Telephone Technology, Inc., Electro-Tel, Inc. and Intelicom, Inc.) (collectively "Eschelon"). On a Trial basis, QWEST and Eschelon (collectively the "Parties") have agreed to locate a dedicated provisioning team at Eschelon's facility at 511 11<sup>TH</sup> Avenue South, Suite 340, Minneapolis, MN 55415 (the "Facility"), and Eschelon has agreed to pay the incremental and extraordinary costs associated with the dedicated provisioning team.

Eschelon agrees to be a Trial Participant for the QWEST Market Trial ("Trial") of the Products and Services that are set forth on Attachment 1 (collectively, the "Services"), which is incorporated herein by this reference. Section 3 of Attachment 1 provides an overview of the Trial and describes goals of the Trial.

Eschelon understands and acknowledges that the Agreement is a Trial, and that this Trial does not commit either Party to provide a dedicated provisioning team outside the context of the Trial or to continue providing a dedicated provisioning team after conclusion of the Trial. Eschelon also understands and acknowledges that, other than this Agreement, there is no legal, regulatory, or contractual requirement that QWEST locate a dedicated provisioning team at a competitive local exchange provider's facility. This Trial will be conducted under the following Terms and Conditions, including Attachment 1.

1. **ABOUT THE SERVICE.** The respective responsibilities of QWEST and Eschelon are described in Attachment 1.
2. **TERM.** The Parties have agreed that this Agreement is effective as of May 1, 2000 and will expire one (1) year from this date.
3. **PAYMENT AND CHARGES.**
  - 3.1 Eschelon shall pay QWEST the sum of \$9,206 each month for the term of the Agreement. Such charges do not include applicable taxes imposed by law.
  - 3.2 Eschelon shall pay each bill thirty days after receipt of the invoice. Late payments are subject to a charge of one and one-half percent (1-1/2%) per month, or the maximum allowed by law, whichever is less.
4. **TERMINATION.** Either Party may terminate this Agreement for cause provided written notice specifying the cause for termination and requesting correction within thirty (30) days is given the other Party and such cause is not corrected within such thirty (30) day period. Cause is any material breach of the terms of this Agreement.
5. **LIMITATION OF LIABILITY.** QWEST SHALL NOT BE LIABLE TO ESCHELON FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFIT, OR LOSS OF INFORMATION OR DATA. IN NO EVENT SHALL

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QWEST LIABILITY TO ESCHELON FOR ANY DAMAGES RELATED TO SERVICE EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT THAT WOULD HAVE BEEN CHARGED TO ESCHELON FOR SERVICE NOT PERFORMED OR IMPROPERLY PERFORMED. REMEDIES OF ESCHELON UNDER THIS AGREEMENT ARE EXCLUSIVE AND LIMITED TO THOSE EXPRESSLY DESCRIBED IN THIS AGREEMENT.

6. **PERSONAL INJURY; PROPERTY DAMAGE.** Each Party shall be responsible for any actual physical damages it directly causes in the course of its performance under this Agreement, limited to damages resulting from personal injuries, death, or property damage arising from negligent acts or omissions; PROVIDED HOWEVER, THAT, EXCEPT AS PROVIDED IN SECTION 4.2.1.4 OF ATTACHMENT 1, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFIT, OR LOSS OF INFORMATION OR DATA.
7. **DISCLAIMER OF WARRANTIES; LIMITED REMEDY.** QWEST MAKES NO WARRANTY OF ANY KIND, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In the event of an error, delay, defect, breakdown, or failure in Service or QWEST platform, QWEST's sole obligation shall be limited to the use of reasonable diligence under the circumstances to restore Service. Eschelon's sole and exclusive remedy in the event of an error, delay, defect, breakdown or failure in Service shall be limited to a daily prorated credit of any monthly service fee Eschelon paid for Service during the period of said event. No credit shall be available for difficulties such as Eschelon equipment failure, slow dial tone, busy circuits, any local telephone company or long distance company network failures or other causes beyond QWEST's reasonable control. Nothing in this section in any way affects or limits the rights Eschelon has under other agreements with QWEST or in consequence of any statute, regulation, or rule to service quality and performance guarantees, credits, penalties, or compensation of any kind.
8. **UNCONTROLLABLE CIRCUMSTANCES.** Neither Party shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations under this Agreement by reason of severe weather and storms; earthquakes or other natural occurrences; strikes or other labor unrest; power failures; nuclear or other civil or military emergencies; acts of legislative, judicial, executive or administrative authorities; or any other circumstances which are not within its reasonable control.
9. **CONFIDENTIALITY, PRESS RELEASES.** The terms of this Agreement are confidential, contain trade secret information and shall not be disclosed unless pursuant to a lawful Order compelling such disclosure. In such event that production is compelled, neither Party shall disclose the terms of this Agreement without first notifying the other Party. Neither Party shall use the other's name in any press releases, sales promotions, or other publicity matters relating to the Trial or the Services without written approval from the other Party. Nothing in this section in any way affects or limits rights and obligations of the Parties relating to confidentiality and nondisclosure under other agreements with one another.

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10. **DISPUTE RESOLUTION.** If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents should arise, and the Parties do not resolve it in the ordinary course of their dealings (the "Dispute"), then it shall be resolved in accordance with the then-current rules of the American Arbitration Association ("AAA"). A single arbitrator engaged in the practice of law and knowledgeable about the subject matter of the dispute shall conduct the arbitration. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the Dispute. The arbitrator shall not have authority to award punitive damages. All expedited procedures prescribed by the AAA rules shall apply. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The arbitration proceedings shall occur in the Minneapolis, Minnesota metropolitan area or in another mutually agreeable location. It is acknowledged that the Parties, by mutual, written agreement, may change any of these arbitration practices for a particular, some, or all Dispute(s).
11. **LAWFULNESS.** This Agreement and the Parties' actions under this Agreement shall comply with all applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders. Any provision not in compliance is void. This Agreement shall be governed by the laws of the state where Service is purchased.
12. **SEVERABILITY.** In the event that a court, governmental agency, or regulatory agency with proper jurisdiction determines that this Agreement or a provision of this Agreement is unlawful, this Agreement, or that provision of the Agreement to the extent it is unlawful, shall terminate. If a provision of this Agreement is terminated but the Parties can legally, commercially and practicably continue without the terminated provision, the remainder of this Agreement shall continue in effect.
13. **HUMAN RELATIONS.**
- 13.1 Eschelon will not attempt to manage, supervise, or otherwise direct the performance of QWEST employees, including the Coach and the Service Delivery Coordinator ("SDC").
- 13.2 Eschelon agrees that during the term of the Agreement and for a period of 12 months thereafter, without the prior written consent of QWEST, Eschelon will not actively solicit for employment any employee of QWEST, including the Coach and SDC, working in its Facility.
- 13.3 Eschelon agrees that it will abide by and support in every respect the QWEST Code of Conduct, related policies and procedures, and applicable state and federal laws, as the same relate to the working conditions of the Coach and the SDC working in its Facility. Eschelon's agreement to so abide specifically includes but is not limited to the QWEST Non-Discrimination, Workplace Violence, Sexual Harassment, and Safety and Hygiene policies, abbreviated copies of which are attached as Attachment 2.
14. **RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION.** Neither Party shall be liable to the other for any costs whatsoever resulting from the presence or release of any

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environmental hazard that either Party did not introduce to the affected work location. Both Parties shall defend and hold harmless the other, its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any environmental hazard that the indemnifying Party, its contractors or agents introduce to the work locations or (ii) the presence or release of any environmental hazard for which the indemnifying Party is responsible under applicable law.

#### **15. GENERAL.**

- 15.1 Eschelon shall not assign or transfer any interest in this Agreement without the prior written consent of QWEST, which consent shall not be unreasonably denied or delayed. QWEST may assign or transfer this Agreement to any parent, subsidiary, successor or affiliated company without the prior written consent of Eschelon.
- 15.2 This Agreement constitutes the entire understanding between Eschelon and QWEST with respect to the Service provided herein and supersedes any prior Agreement or understanding(s).
- 15.3 If either Attachment conflicts with any terms or conditions stated in the body of this Agreement, this Agreement shall govern the Parties' relationship with respect to such conflict. If the terms and conditions of this Agreement conflict with any other document, the terms and conditions stated in this Agreement shall govern the Parties' relationship with respect to such conflict.
- 15.4 This Agreement benefits Eschelon and QWEST. There are no third Party beneficiaries.
- 15.5 Failure or delay by either Party to exercise any right, power, or privilege hereunder, will not operate as a waiver hereto.
- 15.6 If a Party returns this Agreement by facsimile machine, the signing Party intends the copy of this authorized signature printed by the receiving facsimile machine to be its original signature.

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16. **EXECUTION.** The Parties have read, understand and agree to all of the above terms and conditions of this Agreement and hereby execute and authorize this Agreement as of the latest date shown below.

Trade Secret Data Ends]

**Eschelon Telecom, Inc. (formerly  
Advanced Telecommunications, Inc. dba  
Cady Communications, Inc., Cady  
Telemanagement, Inc., American  
Telephone Technology, Inc., Electro-Tel,  
Inc. and Intelicom, Inc.)**

  
\_\_\_\_\_  
Authorized Signature

**J. Jeffery Oxley**  
\_\_\_\_\_  
Name Typed or Printed

**Executive Director - Law and Policy**  
\_\_\_\_\_  
Title

**7/14/00**  
\_\_\_\_\_  
Date

**730 Second Avenue South, Suite 1200  
Minneapolis, MN 55402**

\_\_\_\_\_  
Address for Notices

**QWEST Corporation (formerly U S  
WEST Communications, Inc.)**

  
\_\_\_\_\_  
Authorized Signature

**Jasmin T. Espy**  
\_\_\_\_\_  
Name Typed or Printed

**Vice President - Marketing**  
\_\_\_\_\_  
Title

**7-21-00**  
\_\_\_\_\_  
Date

**Elizabeth J. Stamp  
1801 California Street, Suite 2410  
Denver, CO 80202**  
\_\_\_\_\_  
Address for Notices

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**CONTAINS TRADE SECRET DATA**

**ATTACHMENT 1  
TO  
TRIAL AGREEMENT**

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1. **PARTICIPANT'S NAME.** The Participant is Eschelon Telecom, Inc. (formerly Advanced Telecommunications, Inc. dba Cady Communications, Inc., Cady Telemanagement, Inc., American Telephone Technology, Inc., Electro-Tel, Inc. and Intellectcom, Inc.).
2. **PARTICIPANT'S LOCATION(S).** The location for the Trial shall be 511 11<sup>th</sup> Avenue South, #340, Minneapolis, MN 55415 (the "Facility").

3. **TRIAL OVERVIEW AND GOALS.**

During the Trial, subject to the parameters outlined below, QWEST will locate a provisioning team, consisting of at least two QWEST employees, at the Facility. Though the activities performed by these employees will not differ from the activities these employees would perform on any CLEC's behalf at a QWEST service center, the QWEST employees will perform such activities at the Facility for the term of the Trial.

The goals of the Trial include, but are not limited to, the following three items. The first goal is to evaluate whether offering dedicated provisioning teams at customer locations outside of QWEST service centers would be feasible, given the logistics of providing provisioning support on a broad scale. The second goal is to evaluate whether offering dedicated provisioning teams at customer locations outside of QWEST service centers has the potential to significantly reduce the number of errors in orders submitted by customers. The third goal is to evaluate whether offering dedicated provisioning teams at customer locations outside of QWEST service centers, when compared to existing provisioning support arrangements, has the potential to facilitate the resolution of service and provisioning issues.

4. **THE TRIAL.** The Trial shall consist of the Services as set forth in this Section 4.

4.1 **Facilities and Equipment**

4.1.1 Eschelon shall provide the following facilities and equipment so QWEST can provide the services identified in this Agreement.

4.1.1.1 Eschelon will provide to QWEST a secured office at the Facility. The office will have a lock on the door. Eschelon will not have a key to the secured office at the Facility. The QWEST Coach and SDC will be the only people with a key to the secured office.

4.1.1.2 Eschelon will provide office furnishings, including desks and chairs, for the office. Eschelon will provide power for the office.

4.1.1.3 Eschelon will provide 5 telephone lines (with long distance functionality), 2 telephone sets, and a dedicated facsimile machine for QWEST's use.

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4.1.1.4 Eschelon will provide badges for the Coach and the SDC. These badges will provide access to the two main doors at the Facility from 6:30 am to 6:30 pm.

4.1.1.5 Eschelon will provide parking at the Facility free of charge.

4.1.2 QWEST shall provide the following equipment so it can provide the services identified in this Agreement.

4.1.2.1 QWEST will provide 2 computers and 2 printers solely for the use of the Coach and SDC.

4.1.2.2 QWEST will install the computers in the secured office provided by Eschelon and connect the computers via dial-up access to appropriate QWEST systems.

#### 4.2 Duties and Services

4.2.1 Eschelon shall perform the following activities:

4.2.1.1 Eschelon will perform normal order provisioning activities (i.e., order issuance, order updates, and error resolution).

4.2.1.2 Eschelon will escalate and seek the expedition of orders/repairs as it considers appropriate.

4.2.1.3 Eschelon and QWEST will consider the adequacy of assigned human resources every ninety (90) days.

4.2.1.4 Eschelon recognizes that QWEST has an obligation to protect the confidentiality of the data in its computer systems. Eschelon agrees that it shall not, under any circumstances, attempt to access the computers provided by QWEST that allow access to QWEST's computer systems. Inappropriate or unauthorized access by Eschelon to QWEST's computer systems through the computers provided by QWEST is grounds for the immediate termination of this Agreement with cause. Eschelon further agrees to release, indemnify, defend and hold harmless QWEST from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, costs and attorneys' fees, whether suffered, made, instituted, or asserted by any other Party or person, for invasion of privacy, personal injury to or death of any person or persons, or for loss, damage to, or destruction of property, whether or not owned by others, resulting from the breach of this section by Eschelon or any its officers, directors, employees, agents, or subcontractors.

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4.2.1.5 Eschelon agrees to hold in strict confidence all Confidential Information received from QWEST as a result of this Agreement and to use such information solely for the purposes of this Agreement. Eschelon agrees to treat such Confidential Information as confidential unless otherwise agreed to in writing by both parties. In handling the Confidential Information, Eschelon agrees: (a) not to copy any such Confidential Information; (b) not to make disclosure of any such Confidential Information to anyone; and (c) to appropriately notify its employees and subcontractors not to make disclosure of any such Confidential Information to anyone. The obligations set forth herein shall be satisfied by Eschelon through the exercise of at least the same degree of care used to restrict disclosure of its own information of like importance. Upon termination of this Agreement for any reason or upon request by QWEST, Eschelon shall return to QWEST all Confidential information received from QWEST as a result of this Agreement or certify that it has destroyed all Confidential Information received from QWEST as a result of this Agreement.

4.2.2 QWEST shall perform the following activities:

4.2.2.1 QWEST Coach shall participate on conference calls between Eschelon and QWEST as appropriate.

4.2.2.2 The QWEST Coach and SDC shall investigate on a daily basis:

- Reject and other issues arising from Eschelon provisioning activities
- Orders that have not been issued/typed by QWEST
- Confirm information for Firm Order Commitments
- Outstanding issues such as CRM, customer notifications and other issues with QWEST representatives.

4.2.2.3 The QWEST Coach and SDC shall collect data for Eschelon's pending orders.

4.2.2.4 The QWEST Coach and SDC shall use the data to conduct root cause analysis and identify trends for issues, including:

- Order Provisioning Issues (orders, interaction with center processes, policies)
- Request Rejects
- Line Validation (PIC issues, conversions, features)
- Billing Inquiries (including verifying Eschelon CSRs)
- Escalations/expedites
- Chronic Repair and Service Issues (as they relate to order provision functions)

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- FOC timeliness
- Order timeliness/completion

4.2.2.5 The QWEST Coach and SDC shall use the data, root cause analysis and identified trends to:

- Recommend training (as appropriate) to QWEST and/or Eschelon
- Propose process/policy change (as appropriate) to QWEST and/or Eschelon
- Present quarterly reviews of the on-site team's status, successes, and failures to senior management of both Eschelon and QWEST
- Recommend action plans to senior management of both Eschelon and QWEST
- Implement action plans approved by senior management of both Eschelon and QWEST
- Provide feedback (as appropriate) to QWEST and/or Eschelon

4.2.2.5 The QWEST Coach and SDC will act as a liaison with QWEST on other service and order provisioning issues that are not resolved through normal operations and provisioning processes.

4.2.2.6 The QWEST Coach and SDC will provide ongoing support to Eschelon in understanding QWEST's normal operating and provisioning processes.

4.2.2.7 On-Site Reporting:

- For the term of this Agreement, the QWEST Coach and SDC will report and be located at the Facility with occasional return to QWEST for meetings/ongoing training.
- The QWEST Coach or SDC will generally be available on-site during regular business hours.
- The QWEST Coach will provide a schedule to Eschelon to ensure that Eschelon is aware of the Coach's and SDC's planned availability.

4.2.2.8 QWEST and Eschelon will consider the adequacy of assigned human resources within sixty (60) days after this Agreement is signed.

4.2.2.9 QWEST agrees to hold in strict confidence all Confidential Information received from Eschelon as a result of this Agreement and to use such information solely for the purposes of this Agreement. QWEST agrees to treat such Confidential Information as confidential unless otherwise agreed to in writing by both parties. In handling the Confidential Information, QWEST agrees: (a) not to copy any such Confidential Information; (b) not

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**ATTACHMENT 2  
TO  
TRIAL AGREEMENT**

**Non-Discrimination**

**[Trade Secret Data Begins**

It is the policy of QWEST to provide equal employment opportunity for employees and applicants in connection with employment decisions. Unlawful discrimination against an individual based on race, gender, age, sexual orientation, religion, national origin, disabilities, or "covered veteran" status, or any other form of unlawful discrimination or harassment, is contrary to QWEST policy and strictly prohibited. Each QWEST employee is responsible for promoting a workplace free of unlawful discrimination. Because laws protecting an individual's right to non-discrimination based on sexual orientation only exist on a state or local basis, the Non-Discrimination Policy of the Company with respect to sexual orientation extends to all employees, regardless of whether or not a state or local law applies.

QWEST is committed to a policy of affirmative action to employ and to advance in employment minorities, women, qualified individuals with disabilities, special disabled veterans and veterans of the Vietnam War.

Generally, non-discrimination means making employment decisions without regard to a person's race, gender, age, sexual orientation, religion, national origin, disabilities, or "covered veteran status".

Examples of employment decisions include, but are not limited to: evaluating employees' performance; making recommendations on hires, transfers, and promotions; recommending discipline, corrective action and termination.

In some instances, a disability or a required religious practice may need to be taken into account when the individual is otherwise qualified. An individual may be disabled under Federal or state law if he or she has an ongoing physical or mental condition or impairment that substantially limits his or her life activities. A disability may, but does not necessarily, include ongoing conditions such as epilepsy, diabetes, HIV/AIDS, cancer, etc. The legal duty of nondiscrimination may include a duty to make a reasonable accommodation.

Harassment on the basis of race, gender, age, sexual orientation, religion, national origin, disabilities, or "covered veteran" status will not be tolerated and can be illegal. Epithets, slurs, negative stereotyping, or threatening, intimidating or hostile acts that relate to a basis described above can constitute harassment.

Written or graphic material placed on walls, bulletin boards or elsewhere in the employer's premises, or circulated in the workplace that denigrates or shows hostility toward an individual or group on the basis described above can also constitute harassment.

If you have a violation to report, or if you feel that you have been discriminated against, you should contact your supervisor or manager, the EEO Hotline (1-800-336-4636), or the Human Resources Department.

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Retaliation against an employee who complains about or reports discrimination or who participates in an investigation concerning alleged discrimination is prohibited.

Not only must managers and supervisors conduct themselves in a manner consistent with this policy, they are also responsible for establishing and maintaining a work environment free of unlawful harassment and unlawful discrimination. Managers and supervisors must identify potential incidents of discrimination immediately and report them to the EEO Hotline (1-800-336-4636) or Human Resources.

The interpretation and examples in this policy are illustrative and not intended to be all-inclusive.

### **Workplace Violence**

Employees shall not use violence or threats of violence at work.

QWEST prohibits violence or threats of violence at work. This prohibition includes threatening language, both verbal and written, threatening gestures or behavior, and/or actual physical fighting by any employee. Firearms and/or weapons of any kind are prohibited on Company property, in the work place, in Company vehicles or in an employee's possession while on Company property or on Company business. It is the responsibility of each employee to be aware of, and to adhere to, this policy and report any violations to the appropriate management representative.

Management is responsible to take appropriate action whenever threats of violence or physical violence are observed by or reported to management.

### **Safety & Industrial Hygiene**

QWEST recognizes the importance of providing employees with a safe and healthful workplace free of recognized hazards. To accomplish this, QWEST aims to conduct its operations in a manner that reasonably minimizes the risk of occupational injury and illness, reasonably minimizes property damage, and complies with applicable laws and regulations. In addition, QWEST adopts detailed compliance plans for managing safety risks as necessary.

Employees must understand and adhere to all applicable occupational safety and health requirements, and promptly report unsafe acts, hazardous conditions, or suspected violations of the law.

The rules for QWEST operations and state and federal occupational safety and health laws are complex, and your Environmental Health and Safety (EHS) group has developed detailed compliance plans for various tasks and operations. These plans help managers and employees understand what their occupational safety and health responsibilities are.

Employees must be aware of occupational safety and health requirements, and be alert and responsive to potential violations and hazards. Each QWEST employee must understand and follow those detailed compliance plans that apply to their work and should seek training and

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help where necessary. Employee compliance and reports of hazards are vital to making QWEST an even safer place to work.

Employees must immediately obtain the approval of their EHS group prior to allowing any governmental agency, including the Occupational Safety and Health Administration (OSHA), access to Company facilities. If served with a subpoena or search warrant or if a serious accident occurs involving multiple injuries or a fatality, your EHS group and the EHS lawyer in the QWEST Law Department must be contacted immediately. In either case, call UniCALL 800-654-2525.

### **Sexual Harassment**

Sexual Harassment, a form of sex discrimination, is illegal, contrary to QWEST policy, and strictly prohibited. Each QWEST employee is responsible for promoting a workplace free of unlawful sexual harassment.

**Unlawful Sexual Harassment:** The federal government has defined sexual harassment as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
- Submission or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment may include a range of subtle and not-so-subtle behaviors. Examples of sexual harassment are: unsolicited verbal sexual comments or jokes; subtle pressure for sexual activity; repeated unwelcome flirtations, advances or propositions; graphic remarks about a person's body or sexual activities; or patting, pinching or unnecessary touching.

Sexually oriented gestures, noises, remarks or rumors about a person's sexuality or sexual experience directed at or made in the presence of any employee can be sexual harassment. Engaging in such behavior is unacceptable, whether at the workplace or at any work-related setting outside the workplace, such as a business trip or business-related social event.

Displaying pictures, reading or viewing posters, calendars, graffiti, objects, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning, or pornographic, can also be a form of sexual harassment, and, in any event, is prohibited.

Managers and supervisors have special responsibilities with respect to this sexual harassment policy. Not only must managers and supervisors conduct themselves in a manner consistent with this policy, they are also responsible for establishing and maintaining a workplace free of unlawful sexual harassment. They must identify suspected incidents of sexual harassment

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immediately to their assigned Human Resources Representative and/or the EEO Hotline (1-800-336-4636).

QWEST will not tolerate behavior in violation of this sexual harassment policy of, or by, non-employees, such as customers, dealers/contractors, visitors, or others.

Concerns will be reviewed and investigated as appropriate. Even conduct that does not rise to the level of unlawful sexual harassment may nonetheless constitute poor business judgment and be grounds for discipline.

If you believe that you have been subjected to sexual harassment, promptly contact either your supervisor, the Human Resources Department, or call the EEO Hotline (800/336-4636).

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## **EXHIBIT 9**





Qwest  
1801 California Street  
Suite 5200  
Denver, CO 80202  
Telephone: 303-992-2787  
Facsimile: 303-992-2789

EXHIBIT

3

Greg Casey  
Executive Vice President  
Wholesale Markets

November 15, 2000

**CONFIDENTIAL AGREEMENT**

VIA ELECTRONIC MAIL AND FACSIMILE

Richard A. Smith  
President and Chief Operating Officer  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 1200  
Minneapolis, Minnesota 55402

Re: Escalation procedures and business solutions

Dear Rick:

**[Trade Secret Data Begins]**

As a result of ongoing discussions between Eschelon and Qwest in recent days, the parties have addressed numerous proposals intended to better the parties' business relationship. In principle, the parties have agreed to: (1) develop an implementation plan by which to mutually improve the companies' business relations and to develop a multi-state interconnection agreement; (2) arrange quarterly meetings between executives of each company to address unresolved and/or anticipated business issues; and (3) establish and follow escalation procedures designed to facilitate and expedite business-to-business dispute solutions.

**1. IMPLEMENTATION PLAN**

By no later than December 31, 2000, the parties agree to meet together (via telephone, live conference or otherwise), and as necessary thereafter, to develop an Implementation Plan. The purpose of the Implementation Plan ("Plan") will be to establish processes and procedures to mutually improve the companies' business relations and to develop a multi-state interconnection agreement. Both parties agree to participate in good faith and dedicate the necessary time and resources to the development of the Implementation Plan, and to finalize an Implementation Plan by no later than April 30, 2001. Any necessary escalation and arbitration of issues arising during development of the Plan must also be completed by April 30, 2001.

During development of the Plan, and thereafter, if an agreed upon Plan is in place by April 30, 2001, Eschelon agrees to not oppose Qwest's efforts regarding Section 271 approval or to file complaints before any regulatory body concerning issues arising out of the Parties' Interconnection Agreements. Both before and after April 30, 2001, Eschelon reserves the right, after notice to Qwest, to participate in regulatory cost proceedings or dockets regarding the establishment of rates. Notwithstanding any other provision of this agreement, if no Plan is agreed upon by April 30, 2001, the Parties will have all remedies available at law and equity in any forum.

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### QUARTERLY MEETINGS

Beginning in 2001 and continuing through the end of 2005, the parties agree to attend and participate in quarterly executive meetings, the purpose of which will be to address, discuss and attempt to resolve unresolved business issues and disputes, anticipated business issues, and issues related to the Parties' Interconnection Agreements, Implementation Plan, and other agreements. The meetings will be attended by executives from both companies at the vice-president and/or above level.

### 3. ESCALATION PROCEDURES

The parties wish to establish a business-to-business relationship and agree that they will resolve any and all business issues that may arise between them, including but not limited to, their Interconnection Agreements and Amendments, in accordance with the escalation procedures set forth herein. The parties agree, subject to any subsequent written agreement between the parties, to: (1) utilize the following escalation process and time frames to resolve such disputes; (2) commit the time, resources and good faith necessary to meaningful dispute resolution; (3) not proceed to a higher level of dispute resolution until either a response is received or expiration of the time frame for the prior level of dispute resolution; (4) grant to one another, at the request of the other party, reasonable extensions of time at Levels 1 and 2 of the dispute resolution process to facilitate a business resolution; and (5) complete Levels 1, 2 and 3 of dispute resolution before seeking resolution through arbitration or the courts.

<u>Level</u>	<u>Participants</u>	<u>Time frame for discussions</u>
LEVEL 1	Vice Presidents (Judy Tinkham/Dave Kunde, Lynne Powers, Bill Markert, or successors)	10 business days
LEVEL 2	Senior Vice Presidents (Greg Casey/Rick Smith, or successors)	10 business days
LEVEL 3	CEOs (Joe Nacchio/Rick Smith, or successors)	10 business days
LEVEL 4	Arbitration according to the provisions of the Parties' Interconnection Agreements and/or other agreements (to be expedited and completed within 90 days, upon request of one of the Parties)	
LEVEL 5	CEOs (Joe Nacchio/Rick Smith, or successors)	10 business days

LEVEL 6 If a dispute is not resolved in Levels 1 through 5, either party may initiate litigation in federal or state court, with all questions of fact and law to be submitted for determination to the judge, not a jury. The parties agree that the exclusive venues for civil court actions initiated by Eschelon are the United States District Court for the District of Minnesota or a court of the State of Minnesota and the exclusive venues for civil court actions initiated by Qwest are the United States District Court for the Districts of Minnesota or Colorado or the courts of the State of Minnesota or Colorado. When a court issues a final order, no longer subject to appeal, the prevailing party shall be awarded reasonable attorneys' fees and expenses. In the event that either party files an action in court, the parties waive: (a) primary jurisdiction in any state utility or service commission; and (b) any tariff limitations on damages or other limitation on actual damages, to the extent that such damages are reasonably foreseeable and acknowledging each party's duty to mitigate damages.

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If the parties agree with the terms set forth above, they will each execute a copy of this letter in the signature spaces provided on the last page. Upon signature of both parties, the parties will be bound by the terms set forth herein. This letter agreement may be executed in counterparts and by facsimile.

**Trade Secret Data Ends]**

Very truly yours,



Greg Casey  
Executive Vice President  
Wholesale Markets

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TERMS OF LETTER AGREEMENT ACCEPTED BY:

QWEST CORPORATION

[signature]  
[name]

evp  
[title]

11-15-00  
[date] Approved as to legal form

NOV 15 2000

[signature]  
ESCHELON TELECOM, INC.

\_\_\_\_\_  
[name]

\_\_\_\_\_  
[title]

\_\_\_\_\_  
[date]

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QWEST CORPORATION SUPPORT

TERMS OF LETTER AGREEMENT ACCEPTED BY:

QWEST CORPORATION

[Signature]  
[name]

VP  
[title]

11-15-00  
[date] Approved as to legal form

NOV 15 2000

[Signature]  
ESCHELON TELF.COM, INC.

\_\_\_\_\_  
[name]

\_\_\_\_\_  
[title]

\_\_\_\_\_  
[date]

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